

From: [Mitchell Cohen](#)
To: [Marla Wieder](#)
Cc: [Beverly Kolenberg](#); [Carol Berns@EPA](#); [Carr.Brian@epa.gov](#); [Denise Zeno](#); [Douglas Fischer](#); [Hauptman.Mel@EPA.GOV](#); [Lauren Charney](#); [Leilani Davis](#)
Subject: Re: Fw: PRIDCO - Access to property - hold harmless clause
Date: 01/31/2013 03:46 PM

Below is the language we use in place of the indemnification provision, to which we cannot agree under appropriations law.

Each party agrees that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346 and 2671 et seq., or under the laws of the state of ____ for the negligent or wrongful acts or omissions of its respective employee(s), that party shall be responsible for the investigation and disposition of said claim.

▼ Marla Wieder---01/31/2013 03:43:50 PM---If anyone has recently worked out a simple access agreement/access letter w/ a private party, could

From: Marla Wieder/R2/USEPA/US
To: Douglas Fischer/R2/USEPA/US@EPA, Carr.Brian@epa.gov, Lauren Charney/R2/USEPA/US@EPA, Leilani Davis/R2/USEPA/US@EPA, Carol Berns@EPA, Mitchell Cohen@EPA, Beverly Kolenberg/R2/USEPA/US@EPA
Cc: Denise Zeno/R2/USEPA/US@EPA, Hauptman.Mel@EPA.GOV
Date: 01/31/2013 03:43 PM
Subject: Fw: PRIDCO - Access to property - hold harmless clause

If anyone has recently worked out a simple access agreement/access letter w/ a private party, could you pls send it my way.

Naturally PRIDCO wants to add a 'hold harmless clause' to an access letter (we only need access to their property (a parking lot) for a limited time for some sampling).

6. EPA shall indemnify and hold PRIDCO harmless from any and against all suits, claims and complaints of any kind and nature resulting or related to the use of the Property by EPA, its agents, contractors and/or employees.

My understanding is that we never agree to that & the most we'll say is essentially the insurance language we use in our access forms:

I understand that EPA requires its contractors to maintain comprehensive vehicle liability insurance and comprehensive general liability insurance for bodily injury, death, and loss or damage to property or third person, arising from the activities of its contractors.

Thanks,

Marla

----- Forwarded by Marla Wieder/R2/USEPA/US on 01/31/2013 03:34 PM -----

From: Denise Zeno/R2/USEPA/US
To: Marla Wieder/R2/USEPA/US@EPA, hauptman.mel@epa.gov
Date: 01/28/2013 07:55 AM
Subject: PRIDCO's "CONTRACT-LIKE" letter for your review

Good morning!
PRIDCO added an Addendum to the original letter charged with legal lingo. Please advise.

Denise Zeno
US Environmental Protection Agency
290 Broadway
New York, NY 10007
Tel: 212.637.4319
Fax: 212.637.3083

-----Forwarded by Denise Zeno/R2/USEPA/US on 01/28/2013 07:51AM -----

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To: Denise Zeno/R2/USEPA/US@EPA, "wider.marla@epa.mail.epa.gov" <wider.marla@epa.mail.epa.gov>
From: Karen Fornés Pérez <Karen.FornesPerez@pridco.pr.gov>
Date: 01/25/2013 10:10AM
Cc: Joel Meléndez Rodríguez <Joel.Melendez@pridco.pr.gov>, "Jorge L. Morales" <Jorge.L.Morales@pridco.pr.gov>, "delanof@cdsmith.com" <delanof@cdsmith.com>
Subject: Letter (CaboRojo)
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Hello:

As requested, attached you will find the authorization letter (English version) for the parking lot use. I am sending this letter by mail for your acceptance signature. Please return.

Regards,

Karen Fornés